

Exhibit A

Betance Declaration

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

Caption in Compliance with D.N.J. LBR 9004-1(b)

FOX ROTHSCHILD LLP

49 Market St.

Morristown, NJ 07960

Mark E. Hall, Esq.

Martha B. Chovanes, Esq.

Michael R. Herz, Esq.

mhall@foxrothschild.com

mchovanes@foxrothschild.com

mherz@foxrothschild.com

Telephone: (973) 992-4800

Facsimile: (973) 992-9125

Proposed Counsel for L'Occitane, Inc.

In Re:

L'OCCITANE, INC.,

Debtor.

Chapter 11

Case No. 21-10632

Judge: Hon. Michael B. Kaplan

**DECLARATION OF SHERYL BETANCE IN SUPPORT OF
DEBTOR' APPLICATION FOR EMPLOYMENT AND RETENTION
OF STRETTO AS ADMINISTRATIVE ADVISOR FOR THE
DEBTOR *NUNC PRO TUNC* TO THE PETITION DATE**

I, Sheryl Betance, under penalty of perjury, declare as follows:

1. I am a Senior Managing Director of Stretto ("Stretto"),¹ a chapter 11 administrative services firm that specializes in the administration of large bankruptcy cases. Stretto's corporate offices are located at 410 Exchange, Ste. 100, Irvine, CA 92602. I am duly authorized to make this declaration on behalf of Stretto. Except as otherwise noted, I have personal knowledge of the matters set forth herein, and if called and sworn as a witness, I could and would testify competently

¹ Stretto is the trade name of Bankruptcy Management Solutions, Inc. and its subsidiaries.

thereto.

2. I submit this declaration in support of the *Debtor's Application for Employment and Retention of Stretto as Administrative Advisor for the Debtor Nunc Pro Tunc to the Petition Date*, which was filed contemporaneously herewith (the "**Application**").²

QUALIFICATIONS

3. Stretto is comprised of leading industry professionals with significant experience in both the legal and administrative aspects of large, complex chapter 11 cases. Stretto's professionals have experience in noticing, claims administration, solicitation, balloting and facilitating other administrative aspects of chapter 11 case and experience in matters of this size and complexity. Stretto has acted as the administrative advisor in many large bankruptcy cases pending in districts nationwide, including: *In re Furniture Factory Ultimate Holding, L.P., et al.*, Case No. 20-12816 (JTD) (Bankr. D. Del. Jan. 5, 2021); *In re NS8 Inc.*, Case No. 20-12702 (CSS) (Bankr. D. Del. Dec. 3, 2020); *In re Rubio's Restaurants, Inc., et al.*, Case No. 20-12688 (MFW) (Bankr. D. Del. Nov. 18, 2020); *In re NinePoint Medical, Inc.* Case No. 20-12618 (KBO) (Bankr. D. Del. Nov. 19, 2020); *In re Impresa Holdings Acquisition Corporation, et al.*, Case No. 20-12399 (BLS) (Bankr. D. Del. Oct. 19, 2020); *In re Century 21 Department Stores LLC, et al.*, Case No. 20-12097 (SCC) (Bankr. S.D.N.Y. Nov. 5, 2020); *In re Le Tote, Inc.*, Case No. 20-33332 (KLP) (Bankr. E.D. Va. Sept. 17, 2020); *In re VIVUS, Inc.*, Case No. 20-11779 (LSS) (Bankr. D. Delaware August 24, 2020); *In re Maines Paper & Food Service, Inc.*, Case No. 20-11502 (KBO) (Bankr. D. Del. August 3, 2020); *In re APC Automotive Technologies Intermediate Holdings, LLC*, Case No. 20-11466 (CSS) (Bankr. D. Del. July 7, 2020); *In re Superior Air Charter, LLC*, Case

² Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Application.

No. 20-11007 (CSS) (Bankr. D. Del. May 21, 2020); *In re Ravn Air Group, Inc.*, Case No. 20-10755 (BLS) (Bankr. D. Del. May 18, 2020).

SERVICES TO BE PERFORMED

4. As Administrative Advisor, Stretto will perform the bankruptcy administration services specified in the Application and the Engagement Agreement. In performing such services, Stretto will charge the Debtor the rates set forth in the Engagement Agreement, which is attached hereto as **Exhibit 1**.

DISINTERESTEDNESS

5. Stretto is a “disinterested person” as that term is defined in section 101(14) of the Bankruptcy Code, in that Stretto and its professional personnel:

- a. are not creditors, equity security holders, or insiders of the Debtor;
- b. are not and were not, within two years before the date of the filing of these cases, directors, officers, or employees of the Debtor; and
- c. do not have an interest materially adverse to the interest of the Debtor’ estates or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtor.

6. I caused to be submitted for review by our conflicts system the names of all known potential parties-in-interest (the “**Potential Parties in Interest**”) in this chapter 11 case provided by the Debtor. The list of Potential Parties in Interest was provided by the Debtors and included, among other parties, the Debtors, non-Debtor affiliates, significant stockholders, secured creditors, the Debtors’ largest unsecured creditors on a consolidated basis and is attached hereto as Exhibit 2. The Potential Parties in Interest list was compared to an internal database that includes, among others, Stretto’s parent entities, affiliates, and subsidiaries. Stretto’s internal database also includes Stone Point Capital LLC (“Stone Point”), its funds, and each such fund’s respective portfolio

companies as set forth in the list most recently provided to Stretto by Stone Point internal compliance department (the “Stone Point Searched Parties”). The results of the conflict check were compiled and reviewed by Stretto professionals under my supervision. At this time, and as set forth in further detail herein, Stretto is not aware of any relationship that would present a disqualifying conflict of interest. Should Stretto discover any new relevant facts or relationships bearing on the matters described herein during the period of its retention, Stretto will use reasonable efforts to file promptly a supplemental declaration.

7. To the best of my knowledge, and based solely upon information provided to me by the Debtor, and except as provided herein, neither Stretto, nor any of its professionals, has any materially adverse connection to the Debtor, their creditors or other relevant parties. Stretto may have relationships with certain of the Debtor’s creditors as vendors or in connection with cases in which Stretto serves or has served as Claims and Noticing Agent and/or Administrative Advisor for another chapter 11 debtor. In addition, in matters unrelated to these chapter 11 cases, Stretto and its personnel have and will continue to have relationships personally or in the ordinary course of business with certain vendors, professionals, financial institutions, and other parties in interest that may be involved in the Debtors’ chapter 11 cases. Stretto may also provide professional services to entities or persons that may be creditors or parties in interest in these chapter 11 cases, which services do not directly relate to, or have any direct connection with, these chapter 11 cases or the Debtors. Based upon a review of the Potential Parties in Interest:

- The list of Potential Parties in Interest identifies Madison Capital, one of Stretto’s lenders, as potentially being one of the Debtor’s Landlords. However, to the best of my knowledge, such relationship is materially unrelated to these chapter 11 cases.

- Fox Rothschild LLP has been identified as proposed counsel to the Debtor. Catherine Youngman, Brian Anderson and Michael Hers, each an employee of Fox Rothschild LLP, is a current client of Stretto's chapter 7 software business in their individual capacity, but such relationship is unrelated to the Debtor and its estate, assets, or businesses.
- Arent Fox LLP has been identified as a Potential Party in Interest. Aram Ordubegian, an attorney at Arent Fox LLP, is a current client of Stretto's chapter 7 software business in his individual capacity, but such relationship is unrelated to the Debtor and its estate, assets, or businesses.

8. To the best of my knowledge, none of Stretto's employees are related to bankruptcy judges in the District of New Jersey, the United States Trustee for Region 3, or any attorney known by Stretto to be employed in the Office of the United States Trustee serving the District of New Jersey.

9. Stretto and its personnel in their individual capacities regularly utilize the services of law firms, investment banking and advisory firms, accounting firms, and financial advisors. Such firms engaged by Stretto or its personnel may appear in chapter 11 case representing the Debtor or parties in interest. All engagements where such firms represent Stretto or its personnel in their individual capacities are unrelated to this chapter 11 case.

10. Certain of Stretto's professionals were partners of or formerly employed by firms that are providing or may provide professional services to parties in interest in this case. Except as may be disclosed herein, these professionals did not work on any matters involving the Debtor while employed by their previous firms. To the best of my knowledge, none of Stretto's

professionals were partners of, or formerly employed within the last three years by firms that are Potential Parties in Interest or that have filed a notice of appearance in these Chapter 11 Cases.

11. In April 2017, Stretto was acquired by the Trident VI Funds managed by private equity firm Stone Point. Stone Point is a financial services-focused private equity firm based in Greenwich, Connecticut. The firm has raised and managed eight private equity funds – the Trident Funds – with aggregate committed capital of approximately \$25 billion. Stone Point targets investments in the global financial services industry and related sectors.

12. The following disclosure is made out of an abundance of caution in an effort to comply with the Bankruptcy Code and Bankruptcy Rules. Stretto has searched the names of the Debtors and the names of the Potential Parties in Interest against the Stone Point Searched Parties. In addition, following the Petition Date, Stretto provided Stone Point with the names of the Debtors, any non-debtor affiliates and the Debtors' significant equity holders, and Stone Point searched such names against its investments to confirm whether Stone Point has any relationship to such entities.

13. Based solely on the foregoing search, Stretto has determined that neither the Trident VI Funds, Stone Point nor the Stone Point Searched Parties have been identified on the parties in interest list in these chapter 11 cases as of the date hereof and to the best of its knowledge, that there are no material connections that require disclosure. To the extent Stretto learns of any material connections between Stone Point's funds or investments included in the above-described conflicts search and the Debtor, Stretto will promptly file a supplemental disclosure. Stretto may have had, may currently have, or may in the future have business relationships unrelated to the Debtor with one or more Stone Point entities including, among others, portfolio companies of Stone Point.

14. From time to time, Stretto partners or employees personally invest in mutual funds, retirement funds, private equity funds, venture capital funds, hedge funds and other types of investment funds (the “**Investment Funds**”), through which such individuals indirectly acquire a debt or equity security of many companies, one of which may be one of the Debtor or their affiliates, often without Stretto’s or its personnel’s knowledge. Each Stretto partner or employee generally owns substantially less than one percent of such Investment Fund, does not manage or otherwise control such Investment Fund and has no influence over the Investment Fund’s decision to buy, sell, or vote any particular security. Each Investment Fund is generally operated as a blind pool, meaning that when the Stretto partners or employees make an investment in the particular Investment Fund, he, she or they do not know what securities the blind pool Investment Fund will purchase or sell, and have no control over such purchases or sales.

15. From time to time, Stretto partners or employees may personally directly acquire a debt or equity security of a company that may be one of the Debtor or its affiliates. Stretto has a policy prohibiting its partners and employees from using confidential information that may come to their attention in the course of their work. In this regard, subject to paragraph 14, all Stretto partners and employees are barred from trading in securities with respect to matters in which Stretto is retained. Subject to the foregoing, upon information and belief, and upon reasonable inquiry through email survey of Stretto’s employees, Stretto does not believe that any of its partners or employees own any debt or equity securities of a company that is a Debtor or of any of its affiliates.

16. To the best of my knowledge, Stretto (a) does not hold or represent an interest adverse to the Debtor’s estate; (b) is a “disinterested person” that (i) is not a creditor, an equity security holder, or an insider, (ii) is not and was not, within two years before the Petition Date, a

director, officer, or employee of any of the Debtors, and (iii) does not have an interest materially adverse to the interest of the Debtors' estate or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the debtor, or for any other reason; and (c) has disclosed all of Stretto's connections with the Debtors, its creditors, any other party in interest, their respective attorneys and accountants, the U.S. Trustee, or any person employed in the office of the U.S. Trustee.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct to the best of my information, knowledge, and belief.

Executed on February 12, 2021

/s/ Sheryl Betance

Sheryl Betance
Senior Managing Director

Exhibit 1

Engagement Agreement

Services Agreement

This Services Agreement (this “Agreement”) is entered into as of January 13, 2021 between Bankruptcy Management Solutions, Inc. d/b/a Stretto (“Stretto”) and L’Occitane, Inc. (together with its affiliates and subsidiaries, the “Company”).¹

In consideration of the promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Services

- (a) Stretto agrees to provide the Company with consulting services regarding (i) legal noticing and maintenance of claims registers, creditor mailing matrices, an electronic platform for filing proofs of claim, and plan solicitation, balloting, disbursements, and tabulation of votes, administrative support in preparation of schedules of assets and liabilities and statements of financial affairs (“Claims Administration, Noticing, and Solicitation Services”); and (ii) crisis communications, claims analysis and reconciliation, contract review and analysis, case research, public securities, depository management, treasury services, confidential online workspaces or data rooms (publication to which shall not violate the confidentiality provisions of this Agreement), and any other services agreed upon by the parties or otherwise required by applicable law, governmental regulations or court rules or orders (all such services collectively, the “Services”).
- (b) The Company acknowledges and agrees that Stretto will often take direction from the Company’s representatives, employees, agents and/or professionals (collectively, the “Company Parties”) with respect to providing Services hereunder. The parties agree that Stretto may rely upon, and the Company agrees to be bound by, any requests, advice or information provided by the Company Parties to the same extent as if such requests, advice or information were provided by the Company.
- (c) The Company agrees and understands that Stretto shall not provide the Company or any other party with legal advice.

2. Rates, Expenses and Payment

- (a) Stretto will provide the Services on an as-needed basis and upon request or agreement of the Company, in each case in accordance with Stretto’s Rate Structure. The Company agrees to pay for reasonable out of pocket expenses incurred by Stretto in connection with providing Services hereunder.
- (b) Stretto will bill the Company no less frequently than monthly. All invoices shall be due and payable upon receipt. Where an expense or group of expenses to be incurred is expected to exceed \$10,000 (e.g., publication notice), Stretto may require advance or direct payment from the Company before the performance of Services hereunder. If any amount is unpaid as of 30 days after delivery of an invoice, the Company agrees to pay a late charge equal to 1.5% of the total amount unpaid every 30 days.
- (c) In the case of a dispute with respect to an invoice amount, the Company shall provide a detailed written notice of such dispute to Stretto within 10 days of receipt of the invoice.

¹ The Company shall include, to the extent applicable, the Company, as debtor and debtor in possession in any chapter 11 case, together with any affiliated debtors and debtors in possession whose chapter 11 cases are jointly administered with the Company’s chapter 11 case.

- (d) The undisputed portion of the invoice will remain due and payable immediately upon receipt thereof. Late charges shall not accrue on any amounts disputed in good faith.
- (e) The Company shall pay any fees and expenses for Services relating to, arising out of or resulting from any error or omission made by the Company or the Company Parties.
- (f) The Company shall pay or reimburse any taxes that are applicable to Services performed hereunder or that are measured by payments made hereunder and are required to be collected by Stretto or paid by Stretto to a taxing authority.
- (g) Upon execution of this Agreement, the Company shall pay Stretto an advance of \$25,000. Stretto may use such advance against unpaid fees and expenses hereunder. Stretto may use the advance against all prepetition fees and expenses. Company shall upon Stretto's request, which request may take the form of an invoice, replenish the advance to the original advance amount. Stretto may also, at its option hold such advance to apply against unpaid fees and expenses hereunder.
- (h) Stretto reserves the right to make reasonable increases to the Rate Structure on an annual basis effective on the first business day of each year. If such annual increases represent an increase greater than 10% from the previous year's levels, Stretto shall provide 30 days' notice to the Company of such increases.
- (i) Payments to Stretto under the terms of this Agreement for services rendered, may be remitted by Client using either (or both) of the following methods:

Wire Transmission

Bank Name – Pacific Western Bank

Bank Address – 110 West A Street, Suite 100, San Diego, CA 92101

ABA – 122238200

Account Number – 1000681781

Account Name – Bankruptcy Management Solutions, Inc.

Check

Stretto

Attn: Accounts Receivable

410 Exchange, Suite 100

Irvine, CA 92602

3. Retention in Bankruptcy Case

- (a) If the Company commences a case pursuant to title 11 of the United States Code (the "Bankruptcy Code"), the Company promptly shall file any necessary application with the Bankruptcy Court to retain Stretto to provide the Services. The form and substance of such applications and any order approving them shall be reasonably acceptable to Stretto.
- (b) If any Company chapter 11 case converts to a case under chapter 7 of the Bankruptcy Code, Stretto will continue to be paid for Services pursuant to 28 U.S.C. § 156(c) and the terms hereunder.

4. Confidentiality

- (a) The Company and Stretto agree to keep confidential all non-public records, systems, procedures, software and other information received from the other party in connection with the Services provided hereunder; provided, however, that if any such information was publicly available, already in the receiving party's possession or known to it, independently developed by the receiving party, lawfully obtained by the receiving party from a third party

or required to be disclosed by law, then the receiving party shall bear no responsibility for publicly disclosing such information.

- (b) If either party reasonably believes that it is required to disclose any confidential information pursuant to an order from a governmental authority, (i) such party shall provide written notice to the other party promptly after receiving such order, to allow the other party sufficient time, if possible, to seek any remedy available under applicable law to prevent disclosure of the information; and (ii) such party will limit such disclosure to the extent the such party's counsel in good faith determines such disclosure can be limited.

5. Property Rights

Stretto reserves to itself and its agents all property rights in and to all materials, concepts, creations, inventions, works of authorship, improvements, designs, innovations, ideas, discoveries, know-how, techniques, programs, systems, specifications, applications, processes, routines, manuals, documentation and any other information or property (collectively, "Property") furnished by Stretto for itself or for use by the Company hereunder. The foregoing definition of Property shall include any and all data, from any source, downloaded, stored and maintained by Stretto's technology infrastructure. Fees and expenses paid by the Company do not vest in the Company any rights in such Property. Such Property is only being made available for the Company's use during and in connection with the Services provided by Stretto hereunder.

6. Bank Accounts

At the request of the Company or the Company Parties, Stretto shall be authorized to establish accounts with financial institutions in the name of and as agent for the Company to facilitate distributions pursuant to a chapter 11 plan or other transaction. To the extent that certain financial products are provided to the Company pursuant to Stretto's agreement with financial institutions, Stretto may receive compensation from such institutions for the services Stretto provides pursuant to such agreement.

7. Term and Termination

- (a) This Agreement shall remain in effect until terminated by either party: (i) on 30 days' prior written notice to other party; or (ii) immediately upon written notice for Cause (as defined herein). "Cause" means (i) gross negligence or willful misconduct of Stretto that causes material harm to the Company's restructuring under chapter 11 of the Bankruptcy Code, (ii) the failure of the Company to pay Stretto invoices for more than 60 days from the date of invoice or (iii) the accrual of invoices or unpaid Services in excess of the advance held by Stretto where Stretto reasonably believes it likely will not be paid.
- (b) If this Agreement is terminated after Stretto is retained pursuant to Bankruptcy Court order, the Company promptly shall seek entry of a Bankruptcy Court order discharging Stretto of its duties under such retention, which order shall be in form and substance reasonably acceptable to Stretto.
- (c) If this Agreement is terminated, the Company shall remain liable for all amounts then accrued and/or due and owing to Stretto hereunder.
- (d) If this Agreement is terminated, Stretto shall coordinate with the Company and, to the extent applicable, the clerk of the Bankruptcy Court, to maintain an orderly transfer of record keeping functions, and Stretto shall provide the necessary staff, services and assistance required for such an orderly transfer. The Company agrees to pay for such Services pursuant to the Rate Structure.

8. No Representations or Warranties

Stretto makes no representations or warranties, express or implied, regarding the services and products sold or licensed to the Company hereunder or otherwise with respect to this Agreement, including, without limitation, any express or implied warranty of merchantability, fitness or adequacy for a particular purpose or use, quality, productiveness or capacity. Notwithstanding the foregoing, if the above disclaimer is not enforceable under applicable law, such disclaimer will be construed by limiting it so as to be enforceable to the extent compatible with applicable law.

9. Indemnification

- (a) To the fullest extent permitted by applicable law, the Company shall indemnify and hold harmless Stretto and its members, directors, officers, employees, representatives, affiliates, consultants, subcontractors and agents (collectively, the “Stretto Indemnified Parties”) from and against any and all losses, claims, damages, judgments, liabilities and expenses, whether direct or indirect (including, without limitation, counsel fees and expenses) (collectively, “Losses”) resulting from, arising out of, or related to Stretto’s performance hereunder. Without limiting the generality of the foregoing, Losses include any liabilities resulting from claims by any third parties against any Stretto Indemnified Party.
- (b) To the fullest extent permitted by applicable law, Stretto shall indemnify and hold harmless the Company and its members, directors, officers, employees, representatives, affiliates, consultants, subcontractors and agents (collectively, the “Company Indemnified Parties”) from and against any and all Losses resulting from Stretto’s gross negligence or willful misconduct. Without limiting the generality of the foregoing, Losses include any liabilities resulting from claims by any third parties against any Company Indemnified Party.
- (c) Stretto and the Company shall notify each other in writing promptly upon the assertion, threat or commencement of any claim, action, investigation or proceeding that either party becomes aware of with respect to the Services provided hereunder.
- (d) Each party’s indemnification obligations hereunder shall exclude Losses resulting from the other party’s gross negligence or willful misconduct.
- (e) The parties’ indemnification obligations hereunder shall survive the termination of this Agreement.

10. Limitations of Liability

Except as expressly provided herein, Stretto's liability to the Company for any Losses, unless due to Stretto's gross negligence or willful misconduct, shall be limited to the total amount paid by the Company to Stretto for the portion of the particular work that gave rise to the alleged Loss. In no event shall Stretto be liable for any indirect, special or consequential damages (such as loss of anticipated profits or other economic loss) in connection with or arising out of the Services provided hereunder.

11. Company Data

- (a) The Company is responsible for, and Stretto does not verify, the accuracy of the programs, data and other information it or any Company Party submits for processing to Stretto and for the output of such information, including, without limitation, with respect to preparation of statements of financial affairs and schedules of assets and liabilities (collectively, “SOFAs and Schedules”). Stretto bears no responsibility for the accuracy and content of SOFAs and Schedules, and the Company is deemed hereunder to have approved and reviewed all SOFAs and Schedules filed on its behalf.

- (b) The Company agrees, represents and warrants to Stretto that before delivery of any information to Stretto: (i) the Company has full authority to deliver such information to Stretto; and (ii) Stretto is authorized to use such information to perform Services hereunder and as otherwise set forth in this Agreement.
- (c) Any data, storage media, programs or other materials furnished to Stretto by the Company may be retained by Stretto until the Services provided hereunder are paid in full. The Company shall remain liable for all fees and expenses incurred by Stretto under this Agreement as a result of data, storage media or other materials maintained, stored or disposed of by Stretto. Any such disposal shall be in a manner requested by or acceptable to the Company; provided that if the Company has not utilized Stretto's Services for a period of 90 days or more, Stretto may dispose of any such materials in a manner to be determined in Stretto's sole reasonable discretion, and be reimbursed by the Company for the expense of such disposition, after giving the Company 30 days' notice. The Company agrees to initiate and maintain backup files that would allow the Company to regenerate or duplicate all programs, data or information provided by the Company to Stretto.
- (d) Notwithstanding the foregoing, if Stretto is retained pursuant to Bankruptcy Court order, disposal of any Company data, storage media, or other materials shall comply with any applicable court orders and rules or clerk's office instructions.

12. Non-Solicitation

The Company agrees that neither it nor any of its subsidiaries or affiliates shall directly or indirectly solicit for employment, employ or otherwise retain as employees, consultants or otherwise, any employees of Stretto during the term of this Agreement and for a period of 12 months after termination thereof unless Stretto provides prior written consent to such solicitation or retention.

13. Force Majeure

Whenever performance by Stretto of any of its obligations hereunder is materially prevented or impacted by reason of any act of God, government requirement, strike, lock-out or other industrial or transportation disturbance, fire, flood, epidemic, lack of materials, law, regulation or ordinance, act of terrorism, war or war condition, or by reason of any other matter beyond Stretto's reasonable control, then such performance shall be excused.

14. Choice of Law

The validity, enforceability and performance of this Agreement shall be governed by and construed in accordance with the laws of the State of California.

15. Arbitration

Any dispute arising out of or relating to this Agreement or the breach thereof shall be finally resolved by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. There shall be three arbitrators named in accordance with such rules. The arbitration shall be conducted in the English language in Irvine, California in accordance with the United States Arbitration Act. Notwithstanding the foregoing, upon commencement of any chapter 11 case(s) by the Company, any disputes related to this Agreement shall be decided by the bankruptcy court assigned to such chapter 11 case(s).

16. Integration: Severability; Modifications: Assignment

- (a) Each party acknowledges that it has read this Agreement, understands it and agrees to be bound by its terms and further agrees that it is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings, agreements and communications between the parties relating to the subject matter hereof.
- (b) If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
- (c) This Agreement may be modified only by a writing duly executed by an authorized representative of the Company and an officer of Stretto.
- (d) This Agreement and the rights and duties hereunder shall not be assignable by the parties hereto except upon written consent of the other; provided, however, that Stretto may assign this Agreement to a wholly-owned subsidiary or affiliate without the Company's consent.

17. Effectiveness of Counterparts

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which shall constitute one and the same agreement. This Agreement will become effective when one or more counterparts have been signed by each of the parties and delivered to the other party, which delivery may be made by exchange of copies of the signature page by fax or email.

18. Notices

All notices and requests in connection with this Agreement shall be sufficiently given or made if given or made in writing via hand delivery, overnight courier, U.S. Mail (postage prepaid) or email, and addressed as follows:

If to Stretto: Stretto
410 Exchange, Ste. 100
Irvine, CA 92602
Attn: Sheryl Betance
Tel: 714.716.1872
Email: sheryl.betance@stretto.com

If to the Company: L'Occitane, Inc.
111 West 33rd Street, 20th Floor
New York, NY 10120
Attn: Ross Novak
Tel: 646.284.9255
Email: Ross.Novak@loccitane.com

With a copy to: Mark E. Hall
Partner
Fox Rothschild LLP
Morristown, NJ 07960-5122
Tel: 973.548.3314
Email: mhall@foxrothschild.com


IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date first above written.

Stretto


By: _____
Sheryl Betance

Title: Senior Managing Director

L'Occitane, Inc.


By: _____
Ross Novak

Title: VP of Finance and Accounting

01/03/2021

Fee Structure

Consulting Services and Rates

Position**Hourly Rate***Analyst**\$30 - \$60*

The Analyst processes incoming mail, including proofs of claim, ballots, creditor correspondence and returned mail. Also assists with the generation of mailing services.

*Consultant (Associate/Senior Associate)**\$65 - \$182*

The Associate manages the various data collection processes required by the Chapter 11 process. This includes, among other things, compiling the creditor matrix and Schedules/SOFAs (and generating drafts of same for counsel and advisors), reviewing and processing claims, overseeing contract review, overseeing all mailings and generating custom claim and ballot reports.

The Senior Associate leads complex data aggregation projects for compilation of Schedules & SOFA, the creditor matrix and special notice lists. In addition, the Senior Associate oversees quality control and on mailings and reports. Stretto's Senior Associates average over seven years of experience.

*Director/ Managing Director**\$192 - \$230*

The Director is the primary contact for the company, counsel and other professionals and oversees and supports all aspects of the administration for the entirety of an engagement.

The Managing Director provides industry and/or project specific expertise to support complex matters. Professionals, including Stretto's executive management team will serve in this role when appropriate.

Stretto's Directors and Managing Directors have over fifteen years of experience and are typically former restructuring professionals.

*Executive Management**Waived*

Our Executive Management team oversees Stretto's Corporate Restructuring group and will provide consulting support to this matter at no charge.

Solicitation, Balloting and Tabulation Rates

Position**Hourly Rate***Solicitation Associate**\$209*

The Solicitation Associate reviews, tabulates and audits ballots, and executes plan solicitation and other public securities mailings. The Solicitation Associate also prepares customized reports relating to voting and other corporate events, including exchange offers and rights subscriptions. The Solicitation Associate also interfaces with banks, brokers, nominees, depositories and their agents regarding solicitations and related communications.

*Director of Securities**\$230*

The Director of Securities leads public securities noticing and related actions, including voting, exchange offers, treatment elections, rights subscriptions and distributions and coordinates with banks, brokers, nominees, their agents and depositories to ensure the smooth execution of related processes.

Printing Services & Noticing Services

Service

Printing
Customization/Envelope Printing
Document Folding and Inserting
Postage/Overnight Delivery
Email Noticing
Fax Noticing
Envelopes
Coordinate and Publish Legal Notices

Pricing

\$0.10 (per image)
\$0.05 (each)
Waived
Preferred Rates
Waived
\$0.10 (per page)
Varies by Size
Available on Request

Electronic Services

Service

Case Website Set-Up and HTTP Hosting
Update Case Docket and Claims Register
Online Claims Filing
Custom Software, Workflow and Review Resources
Robotic Process Automation
eDiscovery
FedRAMP and HTTPS Environments

Pricing

Waived
Waived
Waived
Quoted at Time of Request
Varies by Use
Quoted at Time of Request
Varies by Use

Claims Administration & Management Expenses

Service

License Fee and Data Storage (Per Creditor per Month)
Database and System Access (Unlimited Users)
Custom Client Reports

Pricing

\$0.10
Waived
Waived

Document Management Services

Service

Electronic Imaging (Per Imaged Page)
Virtual Data Room

Pricing

\$0.10
Available on Request

Call Center Support Services

Service

Case-Specific Voice-Mail Box for Creditors
Interactive Voice Response (Per Minute)
Monthly Maintenance Charge
Management of Call Center (Per Hour)

Pricing

Waived
Waived
Waived
Standard Hourly Rates

Disbursement Services

Service

Check Issuance
W-9 Mailing and Maintenance of TIN Database
Disbursements - Record to Transfer Agent

Pricing

Available on Request
Standard Hourly Rates
Quoted at Time of Request

Other Services

Service

Depositions/Court Reporting

Pricing

Quoted at Time of Request

Exhibit 2

Party	Role
Brookfield Properties Retail	Broker/Agent
L'Occitane Airport Ventures LLC	Carrier
Novak	Contact
L'Occitane	Debtor
Clark, Kelly	Director
Desjonquieres, Sylvain	Director
Giuliano, Scott	Director
Hickey, Kasey	Director
King, Amy	Director
Miller, Anna	Director
Stock, Patricia	Director
Tanini, Yann	Director
Ace American Insurance Company	Insurer
American Guarantee & Liability	Insurer
Hartford Accident and Indemnity Insurance Company	Insurer
HDI-Gerling America Insurance Company	Insurer
National Union Fire Insurance Company of Pittsburgh, PA	Insurer
Travelers	Insurer
Trumbull Insurance Company	Insurer
Zurich American Insurance Company	Insurer
Ferguson, Kathryn C.	Judge
Gravelle, Christine M.	Judge
Kaplan, Michael B.	Judge
108 N. State Retail LLC	Landlord
1237 3rd Street Promenade LLC	Landlord
170 Fifth Retail Condo LLC	Landlord
63 Spring Lafayette, LLC	Landlord
85th Estates Company	Landlord
A/R Retail, LLC	Landlord
Albemarle Place EAAP, LLC	Landlord
AP Fillmore II LLC	Landlord
Arden Fair Associates, L.P.	Landlord
Avalon North, LLC	Landlord
Bayer Retail Company, LLC	Landlord
Beachwood Place Mall	Landlord
Bellevue Square Managers, Inc.	Landlord
Bellwether Properties of Massachusetts Limited Partnership	Landlord
Bevill, Inc.	Landlord
Biltmore Shopping Center Partners LLC	Landlord
Bohannon Development Company	Landlord
Boston Properties	Landlord
BP Prucenter Acquisition LLC	Landlord
BR RCP One Pacific Place	Landlord
Briarwood LLC	Landlord
Bridgewater Commons Mall, LLC	Landlord
Brookfield Properties	Landlord

Broughton Street Partners Company, LLC	Landlord
Caruso Affiliated Holdings	Landlord
Caruso Cares	Landlord
CBL Properties	Landlord
Century City Mall, LLC	Landlord
Charles H. Greenthal Management Corp.	Landlord
Charleston Place LLC	Landlord
CIM Group	Landlord
City and County of San Francisco	Landlord
City Creek Center Associates LLC	Landlord
City of Atlanta	Landlord
Corliss Stone-Littles, LLC	Landlord
Corte Madera Village, LLC	Landlord
CPG Partners, L.P.	Landlord
Craig Realty Group Citadel, LLC	Landlord
Dallas/Fort Worth International Airport Board	Landlord
Del Amo Fashion Center Operating Company, LLC	Landlord
District Council 47 Health & Welfare Fund Building Corporation	Landlord
Easton Town Center II, LLC	Landlord
Eastview Mall, LLC	Landlord
Elmwal Associates, LLC	Landlord
Embarcadero Center Associates	Landlord
Fairfax Company of Virginia, LLC	Landlord
Fashion Centre Mall, LLC	Landlord
Fashion Outlets of Chicago, LLC	Landlord
Fashion Show Mall LLC	Landlord
Fashion Valley Mall, LLC	Landlord
Fayette Middle Anchor, LLC	Landlord
Festival Management Corporation	Landlord
Fifth Retail Condo LLC	Landlord
Flatiron Property Holding, LLC	Landlord
Forbes Taubman Orlando, LLC	Landlord
Forbes/Cohen Florida Properties Limited Partnership	Landlord
Freemall Associates, LLC	Landlord
Galleria Shopping Center, LLC	Landlord
Gateway Woodside, Inc.	Landlord
GGP Ala Moana, LLC	Landlord
GGP Staten Island Mall, LLC	Landlord
GGP-Natick West LLC	Landlord
Glendale II Mall Associates, LLC	Landlord
Glimcher	Landlord
Green Hills Mall TRG LLC	Landlord
HG Galleria I, II, III, L.P.	Landlord
Jem 6 Realty LLC	Landlord
JTRE Holdings	Landlord
JTRE-63 Spring Lafayette LLC	Landlord
Kenwood Mall LLC	Landlord

Kierland Crossing, LLC	Landlord
King of Prussia Associates	Landlord
Koss Real Estate Investments	Landlord
La Cantera Retail Limited Partnership	Landlord
La Cienega Partners Limited Partnership	Landlord
Levy, Barbara	Landlord
Levy, Isaac	Landlord
Lincoln Center Associates, LLC	Landlord
Macerich Management Company, Inc.	Landlord
Macerich Northwestern Associates	Landlord
Macerich Oaks LP	Landlord
Madison Avenue Associates, LLC	Landlord
Malibu Country Mart, Ltd.	Landlord
Mall at Smith Haven, LLC	Landlord
Marina Waterside, LLC	Landlord
Marketplace Philadelphia Limited Partnership	Landlord
Mayfair Mall, LLC	Landlord
Memorial City Mall LP	Landlord
Merrick Park, LLC	Landlord
Metropolitan Transportation Authority	Landlord
Meyerson	Landlord
Mission Viejo Associates, L.P.	Landlord
MOAC Mall Holdings LLC	Landlord
Montgomery Mall LLC	Landlord
MTA	Landlord
New WTC Retail Owner LLC	Landlord
NorthPark Partners, LP	Landlord
Norwalk Land Development, LLC	Landlord
Oakbrook Shopping Center, LLC	Landlord
O'Connor Property Management, LLC	Landlord
Old Orchard Urban Limited Partnership	Landlord
OMG Houston, L.P.	Landlord
One Ninety Realty Co., LLC	Landlord
Orlando Outlet Owner LLC	Landlord
OTG Management LLC	Landlord
Paradies Lagardere	Landlord
Paragon Outlets Livermore Valley LLC	Landlord
Park Meadows Mall, LLC	Landlord
Penn Ross Joint Venture	Landlord
Penn Square Mall Limited Partnership	Landlord
Perimeter Mall, LLC	Landlord
PFP Columbus, LLC	Landlord
Plaza Las Americas, Inc.	Landlord
PPR Washington Square, LLC	Landlord
Premium Outlet Partners, L.P.	Landlord
Prime Outlets at San Marcos II Limited Partnership	Landlord
PSD Pacific Place, LLC	Landlord

Queens Center SPE LLC	Landlord
Rancho Mall, LLC	Landlord
Ranger Properties	Landlord
Red Development	Landlord
REGUS	Landlord
Renaissance at Colony Park, LLC	Landlord
Reston Town Center Property LLC	Landlord
Retail Property Trust, a Massachusetts Business Trust	Landlord
Riverside Square Limited Partnership	Landlord
RN 124/125 Company, LLC	Landlord
Roseville Shoppingtown LLC	Landlord
RPAI Southwest Management LLC	Landlord
S.F. Centre Limited Partnership	Landlord
Saint Louis Galleria, LLC	Landlord
San Francisco International Airport	Landlord
Santa Anita Shoppingtown LP	Landlord
Scottsdale Fashion Square, LLC	Landlord
SDG Fashion Mall Limited Partnership	Landlord
Seegerstrom Family	Landlord
Serio, LLC	Landlord
Sherman Oaks Fashion Associates, LP	Landlord
Shopping Center Associates	Landlord
Short Hills Associates, LLC	Landlord
Silver Sands GL I, LLC	Landlord
Simon Premium Outlets	Landlord
Simon Property Group	Landlord
Simon/Chelsea Las Vegas Development, LLC	Landlord
Somerset Collection Limited Partnership	Landlord
South Coast Plaza	Landlord
Southpark Mall Limited Partnership	Landlord
Southpoint Mall, LLC	Landlord
SPG Center, LLC	Landlord
SPG Houston Holdings, L.P.	Landlord
Starwood	Landlord
STJTC II, LLC	Landlord
Stoneridge Properties LLC	Landlord
Stonestown Shopping Center, L.P.	Landlord
Stony Point Fashion Park Associates, LLC	Landlord
Sunrise Mills (MLP) Limited Partnership	Landlord
Tampa Westshore Associates Limited Partnership	Landlord
Taubman Benderson UTC LLC	Landlord
Taubman Cherry Creek Shopping Center, LLC	Landlord
Taubman Properties	Landlord
The Commons at Calabasas, LLC	Landlord
The Domain Mall, LLC	Landlord
The Falls Shopping Center Associates LLC	Landlord
The Forbes Company	Landlord

The Gardens on El Paseo LLC	Landlord
The Irvine Company	Landlord
The Mall in Columbia Business Trust	Landlord
The Related Companies	Landlord
The Town Center at Boca Raton Trust	Landlord
TJ Palm Beach Associates Limited Partnership	Landlord
TM Market Street, LLC	Landlord
Town Square Ventures, L.P.	Landlord
Towson TC, LLC	Landlord
TRG IMP, LLC	Landlord
TWC Tucson, LLC	Landlord
Twelve Oaks Mall, LLC	Landlord
Tysons Corner Holdings, LLC	Landlord
Unibail-Rodamco-Westfield	Landlord
Union Station Investco, LLC	Landlord
United Airlines, Inc.	Landlord
University Village Limited Partnership	Landlord
UTC Venture LLC	Landlord
Utica Square Shopping Center, Inc.	Landlord
Valencia Town Center Venture, L.P.	Landlord
Vanbarton Group	Landlord
VF Mall LLC	Landlord
VII West 75th Street Owner, LLC	Landlord
Walt Disney Parks and Resorts U.S., Inc.	Landlord
Walt Whitman Mall, LLC	Landlord
Waterside at Pelican Bay LLC	Landlord
West Farms Mall, LLC	Landlord
Westchester Mall, LLC	Landlord
Westfield Topanga Owner LLC	Landlord
Westland Garden State Plaza Limited Partnership	Landlord
Williamsburg Outlets, LLC	Landlord
Willow Bend Shopping Center Limited Partnership	Landlord
Win Properties, Inc.	Landlord
WMACH LLC	Landlord
Woodfield Mall LLC	Landlord
WS DEVELOPMENT	Landlord
Aventura Mall Venture	Lessor
OCT Stonefield Property Owner	Lessor
Bartolomeu, Rafaela	Officer
Blackburn, Paul	Officer
Buzzacaro, Alan	Officer
Chowdry, Rachel	Officer
Germaine, Alex	Officer
Goldenstein, Julie	Officer
Jordan, Holley	Officer
Lam, Annie	Officer
Malek, Oxana	Officer

Massoulier, Dorothee	Officer
Nadon, Ashley Arbuckle	Officer
Novak, Ross	Officer
Patrick, Neal	Officer
Primrose, Luch	Officer
Robert, Cedric	Officer
Saint-Raymond, Armelle	Officer
Serano, Anne-Laurie	Officer
Silverman, Carole	Officer
Smolen, William	Officer
Villaneuva, Marie Carolina	Officer
L'Occitane Groupe S.A.	Parent Corporation
Astor Retail Strategic Venture LLC	Payor
San Francisco Airport Commission	Payor
Jones Lang LaSalle	Property
OTG Management EWR	Property
Prado Group	Property
South Coastal Plaza	Property
The Shops at Stonefield	Property
Wayne County Airport	Property
Artis, Michael	Trustee
Bielskie, Lauren	Trustee
D'Auria, Peter	Trustee
Gerardi, David	Trustee
Hausman, Mitchell	Trustee
Hildebrandt, Martha	Trustee
McGee, Maggie	Trustee
Nikolinos, Alexandria	Trustee
Schneider, Robert J.	Trustee
Sponder, Jeffrey	Trustee
Steele, Fran B.	Trustee
Teich, Benjamin	Trustee
0410 Cubesmart, L.P.	Vendor
1099 Pro Inc.	Vendor
1-800-Got-Junk? Commercial Services	Vendor
1-800-Self-Storage.com	Vendor
24 Seven	Vendor
3469051 Canada Inc.	Vendor
3Cinterative Corp	Vendor
4Cite	Vendor
52nd Street Hotel Associates	Vendor
55 Water LLC	Vendor
A Cup of Jo	Vendor
Abe's Self Storage	Vendor
ABM Aviation, Inc.	Vendor
Academy Fire Life Safety, LLC	Vendor
Academy Locksmith Inc.	Vendor

Access Staffing, LLC	Vendor
Access Storage - Mississauga	Vendor
Acclaim Ability Mgmt Inc.	Vendor
Acei	Vendor
ACEI Digital	Vendor
Acevedo, Schnelle	Vendor
Ad Art Sign Company	Vendor
Adobe Systems Incorporated	Vendor
ADP Screening and Selection Service	Vendor
ADP, LLC	Vendor
Adyen B.V.	Vendor
AFA Protective Systems, Inc.	Vendor
Ainsworth Inc.	Vendor
Air Pollution Control Fund	Vendor
AKA Pest Control	Vendor
Alen Security Company	Vendor
Alert Sprinkler Co. Inc.	Vendor
All American Entertainment	Vendor
All American Permits	Vendor
All Covered	Vendor
All States Services	Vendor
Allegheny Store Fixtures Inc.	Vendor
Allmar Inc.	Vendor
Allstate Paper Box Corp.	Vendor
Amazon Fulfillment Services, Inc.	Vendor
Amazon Marketplace	Vendor
Amazon Media Group LLC	Vendor
Amazon Pay	Vendor
Amex Bank of Canada	Vendor
Amplio Digital LLC	Vendor
Anaik America LLC	Vendor
Anaik S.A.	Vendor
Apple Inc.	Vendor
Arent Fox	Vendor
Arkadin Canada Inc.	Vendor
Assembly 9	Vendor
Atl Girl Gang LLC	Vendor
Atlanta Airlines Terminal Corp.	Vendor
Atonit Tecnologia Da Informacao Ltd.	Vendor
Atrium Staffing	Vendor
Autumn PR LLC	Vendor
Auxilli Design Inc.	Vendor
Awnclean USA, Inc.	Vendor
Axis Promotions	Vendor
Axxys Construction Group, Inc.	Vendor
Baker Tilly Virchow Krause, LLP	Vendor
Barcoding, Inc.	Vendor

Beauty Award Seals	Vendor
Beauty Barrage LLC	Vendor
Beauty Box Sampling	Vendor
Beena Beauty Holding, Inc.	Vendor
Bell Container Corp.	Vendor
Bellweather Properties	Vendor
Bennett School Placement Worldwide	Vendor
Betz, Shelby	Vendor
Bevill, Inc.	Vendor
Big Ass Solutions	Vendor
Black Sheep Restoration Inc.	Vendor
Bluestem Group LLC	Vendor
BMS CAT	Vendor
Bold PR, LLC	Vendor
Bollore Logistics S.E.	Vendor
Bollore Logistics USA Inc.	Vendor
Bonacci, David	Vendor
Boom Imaging	Vendor
BOP Figat7th LLC	Vendor
Borden Ladner Gervais LLP	Vendor
Boston Barricade Company	Vendor
BR RCP One Pacific Place LLC	Vendor
Branch to Box LLC	Vendor
Brask Enterprises	Vendor
Briggs, Alicia	Vendor
Brink's Incorporated	Vendor
Broadband Information Resources Inc.	Vendor
Broadway National Sign	Vendor
Buchmann Electric	Vendor
Caga & Sons	Vendor
Caliper Media, Inc.	Vendor
Callahan & Westmoreland LLC	Vendor
Canada Post Corporation	Vendor
Canada Revenue Agency	Vendor
Canadian Breast Cancer Network	Vendor
Canadian Springs Water Company	Vendor
Capitol Light & Supply	Vendor
Cardad Ramos	Vendor
Career Group Companies	Vendor
Caribbean Construction Partners	Vendor
Carmel Private Car & Limousine Serv	Vendor
Carmichael Engineering Ltd	Vendor
Cashstar Inc.	Vendor
Causeway, LLC	Vendor
Cayzu Inc.	Vendor
CDW Direct LLC	Vendor
Cedar Springs Bottled Water	Vendor

Center Stage Productions	Vendor
Century Conveyor Systems, Inc.	Vendor
Chalaye, Audrey	Vendor
Channel Advisor Corporation	Vendor
Chapel College Marketing Fund Inc.	Vendor
Chubb	Vendor
Circle Visual, Inc.	Vendor
Cision	Vendor
Cision Canada Inc.	Vendor
Claravista	Vendor
Clark County Legal News	Vendor
Classic Fire Protection Inc.	Vendor
Clean Harbors, Inc.	Vendor
Clean-Slate Janitorial Services	Vendor
Clerk of the Circuit Court	Vendor
Coffee Distributing Corp.	Vendor
Colorado Dept. of Revenue	Vendor
Colt Recycling Solutions, LLC	Vendor
Comercial Malasa S.L.U.	Vendor
Commerce Hub	Vendor
Commerce Technologies, Inc.	Vendor
Commercial Fire	Vendor
Commission Junction LLC	Vendor
Computer Task Group Inc.	Vendor
Concur Technologies, Inc.	Vendor
Conde Nast	Vendor
Confires Fire Protection Service	Vendor
Construction Install Services, Inc.	Vendor
Conversant Inc.	Vendor
Coop Du Quartier Petit Champlain	Vendor
Corflex Partitions Inc.	Vendor
Corporate Coffee Systems	Vendor
Corporation Service Company	Vendor
Covanta Energy LLC	Vendor
CoWorx Staffing	Vendor
CP Commercial Delaware, LLC	Vendor
CP Distributors Ltd.	Vendor
Createch Marketing	Vendor
Creative Realities, Inc.	Vendor
Creative Retail Packaging, Inc.	Vendor
Credit Industriel Etl Commercial	Vendor
Criteo Corp	Vendor
Crystal Springs	Vendor
CTG Staffing and Recruiting	Vendor
Cubesmart, L.P.	Vendor
Curalate	Vendor
CyberSource Commerce Solutions	Vendor

Daisy Yoga LLC	Vendor
D'Apostrophe, LLC	Vendor
Darby, Robbie Ann	Vendor
Dariusz Dabkowski	Vendor
Datalogic USA, Inc.	Vendor
David Bechtel Photography	Vendor
Davropm Limited	Vendor
Deal4Event	Vendor
Dell Marketing LP	Vendor
Delux Messenger	Vendor
Deluxe Delivery Systems Inc.	Vendor
Desi Perkins Inc.	Vendor
Design Within Reach Inc.	Vendor
Desjardins Card Services	Vendor
Deutsch Atkins P.C.	Vendor
DGA Security Systems, Inc.	Vendor
DGI Training Inc.	Vendor
DHL Design, LLC	Vendor
DHL Global Forwarding	Vendor
Diamond Paper Box Company	Vendor
Dicentral Corporation	Vendor
Dickinson Cameron Construction	Vendor
Digicert, Inc.	Vendor
Direct Construction Company Ltd	Vendor
Disaster Recovery Services	Vendor
District Counsel 47 Health & Welfare	Vendor
Diversified Media Group LLC	Vendor
Divisions, Inc.	Vendor
DM Luxury	Vendor
DMW&H	Vendor
DMX Music Canada, Inc. C3023	Vendor
DNU-Scrivener Consulting Ltd	Vendor
Docufree Corporation	Vendor
Dongguan City Jinjli Can Co	Vendor
Donovan, Meaghan	Vendor
Dotomi, Inc.	Vendor
Downtown Summerlin	Vendor
Drake International Inc.	Vendor
Dunbar Armored, Inc.	Vendor
EA Design Group	Vendor
EAC Errands Unlimited, Inc.	Vendor
East Coast Limousine	Vendor
ECO Promotional Products, Inc.	Vendor
Effortlyss LLC	Vendor
Elavon, Inc.	Vendor
Elder-Jones Inc.	Vendor
Elliott Group Service, LLC	Vendor

Elmwal Associates, LLC	Vendor
ELS Construction, Inc.	Vendor
EMC Corporation	Vendor
Emergency Medical Products	Vendor
Ensor, Julie L.	Vendor
Entercom Communications Corp.	Vendor
Epstein Becker & Green, PC	Vendor
Equifax Information Svcs LLC	Vendor
Equinix, Inc.	Vendor
Ernst & Young Society D'Avocats	Vendor
Evergreen Walk Lifestyle Center LLC	Vendor
Expediter Services Inc.	Vendor
Expeditors International	Vendor
Expenet Communications Inc.	Vendor
Extra Space Storage	Vendor
Eye Care 4 Kids Nevada Chapter	Vendor
Facebook Inc.	Vendor
Faciliteaze, LLC	Vendor
Factors Unlimited	Vendor
Fairborn	Vendor
Fairborn Mid Atlantic	Vendor
FedEx	Vendor
Feed Manager	Vendor
Ferrandino & Son, Inc.	Vendor
Fidelity Investments CSO	Vendor
Filco Carting Corp.	Vendor
Fineline Technologies, Inc.	Vendor
Fingercheck LLC	Vendor
First Class Storage	Vendor
Five Star Carting	Vendor
Florida Lifts LLC	Vendor
Fohr Card Inc.	Vendor
Forsgate Industrial Complex	Vendor
Forter, Inc.	Vendor
Fourth Floor Fashion Talent	Vendor
G1 Facility Services, Inc.	Vendor
GardaWorld Cash Services	Vendor
GBS Corp.	Vendor
GH Harris	Vendor
Glamsquad Inc.	Vendor
Global Equipment Company	Vendor
Global Point Technologies Inc.	Vendor
Globe Storage & Moving Co., Inc.	Vendor
Goodlife Fitness Centres Inc.	Vendor
Google Inc.	Vendor
Gourmet Cup Coffee LLC	Vendor
Government of Alberta	Vendor

GPTW Canada Consulting Inc.	Vendor
Granite Telecommunications	Vendor
Graphic Ink Productions	Vendor
Great Place to Work Institute	Vendor
Green and Spiegel LLP	Vendor
Green Key LLC	Vendor
Green Key Solutions	Vendor
Gregory FX Daly	Vendor
Guardian Protection Services	Vendor
Guardservices USA	Vendor
Hageman Roofing Company	Vendor
Hamlin, Steven	Vendor
Hawaii Medical Service Association	Vendor
Head Count	Vendor
Healthy San Francisco	Vendor
Helen Keller International	Vendor
Helpsystem, LLC	Vendor
Henricksen & Company Inc.	Vendor
Herbeau Creations	Vendor
Hicks Morley	Vendor
Hireku Inc.	Vendor
HMSA	Vendor
Hoffman Manufacturing Corp.	Vendor
Holographic Finishing	Vendor
Home Depot Credit Services	Vendor
Host RG 40 LLC	Vendor
Hotel Indigo Williamsburg	Vendor
Hour Media LLC	Vendor
Houston Galleria	Vendor
HP Ecological Services, LLC	Vendor
HR Direct	Vendor
HR Proactive Inc.	Vendor
HRdownloads	Vendor
HUFCOR Inc.	Vendor
Hulsey (Director), Travis A.	Vendor
Hyatt	Vendor
Hyatt Legal Plans, Inc.	Vendor
Ibotta, Inc.	Vendor
IMI MSW LLC	Vendor
Imprint Plus	Vendor
Impulse Analytics LLC	Vendor
Imtech Graphics Inc.	Vendor
Indeed	Vendor
Independence Partners	Vendor
Independent Floor Testing & Inspect	Vendor
Infinity Consulting Solutions	Vendor
INNO4 LLC	Vendor

Innovo Staffing	Vendor
Integrated Display Group	Vendor
Intelligent Audit	Vendor
Inter-Fast Transport	Vendor
International Treescapes LLC	Vendor
Iron Mountain	Vendor
ISP Painting, Inc.	Vendor
J&M Lifestyles, LLC	Vendor
J.S. McCarthy Co., Inc.	Vendor
Jackson Lewis P.C.	Vendor
Jacobson Law Group	Vendor
JazzHR	Vendor
JBCStyle NY LLC	Vendor
Jefferson Parish Sheriff's Office	Vendor
Jesika Wendy Vargas	Vendor
Johnson Controls Fire Protection LP	Vendor
Jotech Electric Inc.	Vendor
JRS Amenities Ltd	Vendor
Julianna White	Vendor
Kartell US, Inc.	Vendor
Kendu POS Corp.	Vendor
Kennethpark, LLC	Vendor
Keter Environmental Services	Vendor
KForce	Vendor
King of Prussia	Vendor
Kings III of America, Inc.	Vendor
Kipness & Associates LLC	Vendor
Kipnet Romano LLC	Vendor
Klarna Payments	Vendor
Konica Minolta	Vendor
Konica Minolta Business Solutions	Vendor
Konica Minolta Premier Finance	Vendor
Korn Ferry (US)	Vendor
Kornegay, Raushanna	Vendor
Kraynak, Amy	Vendor
Kronos	Vendor
Krown Retail Construction Ltd	Vendor
KS Owner LLC	Vendor
La Cantera Retail Limited	Vendor
Laboratories M&L	Vendor
Lasting Art	Vendor
Laura Garlitos	Vendor
Law Offices of Manuela Morais	Vendor
Le Petit Legion, Ltd	Vendor
League Inc.	Vendor
Lease Harbor LLC	Vendor
Lee-Duhaney, Natasha	Vendor

Leftwick, Stephen R.	Vendor
Legacy Group Enterprises	Vendor
Lehigh Valley Ass	Vendor
Lennox National Account Services	Vendor
Leroy Signs Inc.	Vendor
Lido Lighting, Inc.	Vendor
Linc Global Inc.	Vendor
Lionbridge	Vendor
Livclicker	Vendor
Living Beyond Breast Cancer	Vendor
LJM Group	Vendor
Logotek	Vendor
London Life Insurance	Vendor
Loo, Arleen	Vendor
Loomis	Vendor
Loomis, Fargo & Co.	Vendor
Loss Real Estate Investments	Vendor
Louisiana Dep of Agriculture	Vendor
Louisville Metro Revenue Commission	Vendor
Lowey, Stolzenberg & Edelstein LLP	Vendor
Lunar Audio Video, LLC	Vendor
Lyneer Staffing Solutions	Vendor
M.D. McDonald Co., Inc.	Vendor
MaCher East	Vendor
Mack, Saj	Vendor
Maffey's Security Group	Vendor
Maintenance Etc. Services LLC	Vendor
Manhattan Associates Inc.	Vendor
Mapleridge Mechanical Contracting I	Vendor
Maptote LLC	Vendor
Marie Claire Album SA	Vendor
Marina Waterside, LLC	Vendor
Marsh Canada Limited	Vendor
Marsh USA Inc.	Vendor
Martin Jobes Design	Vendor
Martin Kartin and Company Inc.	Vendor
Massmutual Financial Group	Vendor
Mathe, Paola	Vendor
Mats, Inc.	Vendor
Maxipos	Vendor
McAfee Secure	Vendor
Mediaocean LLC	Vendor
Medical Media Ventures Inc.	Vendor
Mekanix	Vendor
Mercer Health & Benefits LLC	Vendor
Metal Fronts, Inc.	Vendor
Metro Door	Vendor

Michael Page International, Inc.	Vendor
Microsoft Online, Inc.	Vendor
Military Sales & Services	Vendor
Miller Logistics Inc.	Vendor
Miller Staffing	Vendor
Ministry of Finance	Vendor
MLI as Agent for the Manulife	Vendor
Mo Management LLC	Vendor
Mobile Media Inc.	Vendor
Mobilflex International Inc.	Vendor
Mohegan Tribe of Indians of Connect	Vendor
Montgomery McCracken Walker Rhoads	Vendor
Mood Media	Vendor
Moovone	Vendor
Mosco Construction Company	Vendor
MTA-GCT	Vendor
Murphy & McGonigie, P.C.	Vendor
Murphy, Quinn	Vendor
My Neighborhood Storage Center	Vendor
Nantaka Joy, Inc. d/b/a Oh Joy!	Vendor
Nasco Stone & Tile, LLC	Vendor
National Dispatch Services	Vendor
National Enterprise	Vendor
Naturally Delicious, Inc.	Vendor
Neelands Group Limited	Vendor
Nelmar	Vendor
Nelson, Ashley	Vendor
New Horizon Graphic, Inc.	Vendor
New South Parking	Vendor
Newbeauty Media Group LLC	Vendor
NGS Film & Graphics	Vendor
Nola LLC	Vendor
North American Signs, Inc.	Vendor
North Collier Fire Control & Rescue	Vendor
North Hills School District	Vendor
Nova Services Group, LLC	Vendor
Novotel New York	Vendor
Nyongesa, Cynthia	Vendor
Octane Design, LLC	Vendor
Octoly Inc.	Vendor
O'Donnell & Naccarato, Inc.	Vendor
Office Furniture Heaven, Inc.	Vendor
Ohio Bureau of Workers' Compensation	Vendor
Omni Serv LLC	Vendor
On The Spot Pest Control	Vendor
One Stop Facilities Maintenance Cor	Vendor
One Tree Planted, Inc.	Vendor

Onepoint Technologies, Inc.	Vendor
Online Rewards	Vendor
Onslow Spicer, Isaiah	Vendor
O'Quinn, Wendy	Vendor
OrderGroove, Inc.	Vendor
Oregon Dept. of Revenue	Vendor
Orkin Canada Corporation	Vendor
Orkin LLC	Vendor
Osborne Group Toronto Inc.	Vendor
Otis Collins Trash & Cont. Serv.	Vendor
Otis Elevator Company	Vendor
OWRF Carmel LLC	Vendor
P&A Administrative Services	Vendor
Pacific Customs Brokers Ltd.	Vendor
Pacific Sign Group Inc.	Vendor
Pacific Wide Builders Inc.	Vendor
Paenia Real Estate Corp	Vendor
Parallel Group Operations Inc.	Vendor
Patten Studio	Vendor
Payflow	Vendor
Paylocity Corporation	Vendor
PayPal	Vendor
Payscale, Inc.	Vendor
People Staffing, Inc.	Vendor
Perrantino Fuel Corp.	Vendor
Pest Elimination Systems	Vendor
Pinkness LLC	Vendor
Pioneer Packaging Inc.	Vendor
Pipp Mobile Storage Systems	Vendor
Pip's Island Corporation	Vendor
Pitney Bowes	Vendor
PJT Logistics Service, Inc.	Vendor
PJT Transport Inc.	Vendor
Planit Construction & FM	Vendor
Platinum Maintenance Services	Vendor
Plutino Models Inc.	Vendor
Pods Enterprises, Inc.	Vendor
Potter Handy, LLP	Vendor
PowerReviews	Vendor
Price Waterhouse Coopers	Vendor
Princeton Packaging Inc.	Vendor
Print Tech	Vendor
Print Technical Group Inc.	Vendor
Printing Management Partner Co Ltd	Vendor
Pritchard Industries, Inc.	Vendor
Procore Technologies, Inc.	Vendor
Professional Audio Studios	Vendor

Professional Communications, Inc.	Vendor
Progressive Promotions, Inc.	Vendor
Prolitec Inc.	Vendor
ProLogistix	Vendor
Pro-Motion Technology Group, LLC	Vendor
Protegis Fire & Safety	Vendor
Protos Security	Vendor
Pryor Cashman LLP	Vendor
PTS Data Center Solutions, Inc.	Vendor
Purchase Power	Vendor
Pyramid Consulting Group	Vendor
Quad Framing LLC	Vendor
Qualintra	Vendor
Que Factory LLC	Vendor
Quench	Vendor
Quench USA Inc.	Vendor
Quesited Consulting, LLC	Vendor
Quincy Compressor LLC	Vendor
R & R Safes	Vendor
R Public Relations	Vendor
Raab & Raab, Inc.	Vendor
Rakuten	Vendor
Ramco of Virginia, Inc.	Vendor
Rawlins Design Inc.	Vendor
Raymond of New Jersey LLC	Vendor
Read Jones Christoffersen Ltd.	Vendor
Rebecca Lael Primrose	Vendor
Receiver General of Canada	Vendor
Recology Golden Gate	Vendor
Reflex New York Inc.	Vendor
Reiner, Tawni	Vendor
Relamping Services Canada	Vendor
Reliant Communications	Vendor
Remm Heating Inc.	Vendor
Renae Bluitt	Vendor
Rentacrate Enterprises, LLC	Vendor
Reprodux Limited	Vendor
Republic Services #710	Vendor
Resort Municipality of Whistler	Vendor
Retail Council of Canada	Vendor
Revenu Quebec	Vendor
rewardStyle	Vendor
Reyes, Victoria	Vendor
RGIS	Vendor
RGIS Inventory Specialists	Vendor
Rich-Taubman Associates	Vendor
Right Management Inc.	Vendor

Rithom Consulting LLC	Vendor
Rogers, Casey	Vendor
Rogers, Lilla J.	Vendor
Roosevelt Field	Vendor
Rosenberg Rich Baker Berman	Vendor
Royal Bank Visa	Vendor
RSM Maintenance LLC	Vendor
RSM Maintenance Puerto Rico LLC	Vendor
Ryder Transportation Serv.	Vendor
S4M	Vendor
SAF-Gard Safety Shoe Company	Vendor
Sakoutis Brothers Disposal Inc.	Vendor
Salesforce	Vendor
Sam4Mobile, Inc.	Vendor
Sandy Alexander Inc.	Vendor
SAP	Vendor
Sargenti Architects, P.C.	Vendor
Saskatchewan Finance	Vendor
SBCO Dept. of Agriculture/Weights	Vendor
SBH Fashion	Vendor
Scala Inc.	Vendor
Schuman, Emily	Vendor
Screaming Images LLC	Vendor
Scrivener Consulting Ltd.	Vendor
Secretario De Hacienda	Vendor
Secretary of the Treasury	Vendor
Securitas Canada Limited	Vendor
Securitas Security SVC USA, Inc.	Vendor
Security Signal Devices	Vendor
Seneca Design Co. Inc.	Vendor
Sephora	Vendor
Service Channel Inc.	Vendor
Shanghai Jielong Industry Group	Vendor
Shanghai Wavebird	Vendor
Shanghai Weaverbird International	Vendor
Shelley Tushman	Vendor
Shenzhen Baixinglong Creative Packaging	Vendor
Shenzhen Yongchangda Bag Co	Vendor
Sherman Brown	Vendor
SHI International Corp.	Vendor
Shoppers Drug Mart	Vendor
Shoppertrak Rct Corporation	Vendor
Sia Partners	Vendor
Sidecar Retail Solutions	Vendor
Silver Hotel Group	Vendor
Simoneau, Lyne	Vendor
Sirina Protection Systems	Vendor

SK Landscaping LLC	Vendor
Sky System Partners Group LLC	Vendor
Slip US Pty Ltd	Vendor
Snyder, Erik Matthew	Vendor
Social Code	Vendor
Socialyte LLC	Vendor
Solutions Management Inc.	Vendor
SoulCycle Inc.	Vendor
Spartan Solutions Inc.	Vendor
SPC Commerce, Inc.	Vendor
Spectrotel	Vendor
Spencer Technologies, Inc.	Vendor
SPG Houston Holdings	Vendor
Spirit Cruises LLC	Vendor
Staff Management Group	Vendor
Staffing Alternatives	Vendor
Staffmark	Vendor
Staffmark Investment LLC	Vendor
Star-Lo Electric, Inc.	Vendor
Steinberg and Pokoik Management	Vendor
Sterling Talent Solutions	Vendor
Sterling, Heidi	Vendor
Stone Set Studio LLC	Vendor
Stored Value Solutions	Vendor
Stratford Engineering	Vendor
Stretch Wrap Systems LLC	Vendor
Suite Envy	Vendor
Sumner, Emily	Vendor
Sun Life & Health Insurance Company	Vendor
Sun Life Financial	Vendor
Sungard Availability Services	Vendor
Sunguard	Vendor
Sunset Sign Co. Ltd.	Vendor
Sunstates Security	Vendor
Super Laundry Equipment Corp.	Vendor
Sustainable Solutions Group	Vendor
Syndigo	Vendor
Talkable	Vendor
Tattoo Fun	Vendor
Taubman-Cherry Creek Limited Partnership	Vendor
Team Relocations	Vendor
Techni-Connection	Vendor
Teleperformance	Vendor
Tenleytown LLC	Vendor
Tennant Sales and Service Company	Vendor
Terminix	Vendor
Terracon Consultants, Inc.	Vendor

Terracycle	Vendor
TerraCycle Canada ULC	Vendor
Testa, Julia	Vendor
Testrite Visual Products	Vendor
Thanomsilpa, Arthit	Vendor
The Bay	Vendor
The Bernard Group	Vendor
THE BOAT R.C.S. Paris	Vendor
The Offices of Manuela Morais	Vendor
The Print Technical Group Inc.	Vendor
The Prudential Insurance Company of America	Vendor
The Resicom Group	Vendor
The Sculpt Society LLC, f/s/o Megal Roup	Vendor
The Shopping Channel	Vendor
The Sono Collection	Vendor
The Talent Company Ltd.	Vendor
The Trustees of Columbia University	Vendor
The Wall Group LA, LLC	Vendor
Thomas Preti Caterers, Inc.	Vendor
Thompson Reuters	Vendor
Thorson Baker + Associates, Inc.	Vendor
Three Rivers Wholesale	Vendor
Throeau Services Inc.	Vendor
Thursday Friday of Beverly Hills LLC	Vendor
Total Comfort Group	Vendor
Tractenberg & Co.	Vendor
Traducta	Vendor
Tradwin, LLC	Vendor
Treasurer of Pittsburgh	Vendor
Trevino, Candice	Vendor
Triangle Sign and Service, LLC	Vendor
TRIB3.com, Inc.	Vendor
Trinity Heritage Construction	Vendor
Trintech Inc.	Vendor
TrustedSite LLC	Vendor
Tsawwassen First Nation	Vendor
Turnberry Marketing Group, LLC	Vendor
Tushman, Shelley	Vendor
Twiceborn Pottery	Vendor
Tyco Integrated Fire & Security	Vendor
U-Haul	Vendor
Uline	Vendor
UNICEF USA	Vendor
Unidays	Vendor
United Airlines, Inc.	Vendor
United Healthcare Service	Vendor
United States Postal Services	Vendor

Universal Signs & Services, Inc.	Vendor
Unkelbach, Thomas	Vendor
UPS Canada	Vendor
USPS	Vendor
Vaynermedia, LLC	Vendor
Vericom	Vendor
Verified First LLC	Vendor
Veritiv Operating Company	Vendor
Verizon Wireless	Vendor
Verpack	Vendor
Vertex	Vendor
Via Vegal Ltd	Vendor
Village of Rosemont	Vendor
Village of Wellington	Vendor
Village of Woodbury	Vendor
Ville de Montreal	Vendor
Vintage Construction Management	Vendor
Visible Graphics, Inc.	Vendor
Vision Science Ltd	Vendor
Vision Woodworking	Vendor
W Services Group LLC	Vendor
W&H Systems Inc.	Vendor
W. Hartford-Bloomfield Health Distr	Vendor
Wageworks, Inc.	Vendor
Walt Whitman Shops	Vendor
Warehouse Solutions Inc.	Vendor
Waste Xpress LLC	Vendor
WCA Waste Systems, Inc.	Vendor
Wedia Corp.	Vendor
Weichert Corporate Housing Inc.	Vendor
Weights and Measures Fund	Vendor
Westminster International Inc.	Vendor
Westport Downtown Merchant Assoc.	Vendor
Westwood Contractors, Inc.	Vendor
Whistler Publishing Limited Partner	Vendor
White Honey LLC	Vendor
White Pages Pro	Vendor
White, Julianna	Vendor
Whitlock	Vendor
Williamson, Cathy	Vendor
Wire-It	Vendor
WME IMG Holdings, LLC	Vendor
World Travel Inc.	Vendor
Wright's Media LLC	Vendor
WSIB	Vendor
Yale University	Vendor
Yen, Elisa & Eva	Vendor

Yudu Juanhao Leather Goods Ltd.	Vendor
Zak Communications Inc.	Vendor
Zebra Disseny I Comunicacio, SL	Vendor
Zim Integrated Shipping Services Lt	Vendor
Zip2tax, LLC	Vendor